duced. *Held*, that the letters are admissible. *Fayette Liquor Co.* v. *Jones*, 83 S. E. 726 (W. Va.).

Letters not received in due course of post in reply to previous communications must be authenticated in some other way, usually by proof that they are in the handwriting of the alleged sender, or of some one authorized by him. *Lingg* v. *State*, 28 Ind. App. 248, 61 N. E. 696; *Sweeney* v. *Ten Mile Oil & Gas Co.*, 130 Pa. St. 193, 18 Atl. 612. But it has been stated that the contents of a letter cannot be used to prove its genuineness. *Freeman* v. *Brewster*, 93 Ga. 648, 21 S. E. 165. Exceptions have been made to this rule, however, in cases where the ordinary methods of authentication are unavailable. *In re Deep River National Bank*, 73 Conn. 341, 47 Atl. 675; *Hollister Bros.* v. *Bluthenthal*, 9 Ga. App. 171, 70 S. E. 970. See 3 WIGMORE, EVIDENCE, § 2148. Thus, in an early case, a letter sent by an illiterate was held to be authenticated by its contents. *Singleton* v. *Bremer*, Harp. (S. C.) 201, 209. Similarly, an unsigned typewritten letter was admitted, because it related to matters peculiarly within the knowledge of the alleged sender. *Commonwealth* v. *Drum*, 42 Pa. Super. Ct. 156. So, too, another court held that a letter was sufficiently authenticated by its reference to subjects previously discussed between the sender and the addressee. *People* v. *Adams*, 162 Mich. 371, 385, 127 N. W. 354, 360. Under circumstances where authentication by handwriting is impossible, the doctrine of these cases seems necessary and just, but it is properly restricted to cases where the internal evidence strongly negatives the possibility of fraud.

INFANTS — TORTS — LIABILITY FOR TORT ARISING IN CONNECTION WITH CONTRACT. — The defendant, an infant, hired a motor-car of the plaintiff to ride to a certain destination. During an intentional deviation, the car was injured without negligence on the defendant's part. The plaintiff sues in tort for conversion. *Held*, that he cannot recover. *Fawcett* v. *Smethhurst*, 31 T. L. R. 85 (K. B. Div.).

The general rule imposing liability on infants for their torts is subject to the ill-defined exception of "torts arising out of contract." *Slayton* v. *Barry*, 175 Mass. 513, 56 N. E. 574. Thus, in England an infant is not liable for deceit in inducing a contract. *R. Leslie, Ltd.*, v. *Sheill*, [1914] 3 K. B. 607. In this country, however, there is vigorous protest against according such immunity. *Fitts* v. *Hall*, 9 N. H. 441; *Rice* v. *Boyer*, 108 Ind. 472, 9 N. E. 420. *Contra*, *Slayton* v. *Barry*, *supra*. See WILLISTON, SALES, § 26; 14 HARV. L. REV. 71. So, too, the American authorities, contrary to the principal case, generally hold an infant liable for conversion on the unauthorized use of a chattel bailed. *Churchill* v. *White*, 58 Neb. 22, 78 N. W. 369; *Freeman* v. *Boland*, 14 R. I. 39; *Towne* v. *Wiley*, 23 Vt. 355. *Contra*, *Penrose* v. *Curren*, 3 Rawle (Pa.) 351. In fact, the phrase "tort arising out of contract" is obscurely applied. For instance, it is said that the negligent injury of a bailed article is substantially a breach of an implied promise of careful use, for which the infant cannot be sued merely by changing the form of action. *Young* v. *Muhling*, 48 N. Y. App. Div. 617, 63 N. Y. Supp. 181. By this reasoning an intentional injury, being *a fortiori* a breach of contract, could not sustain an action *ex delicto* against the infant. But the law is otherwise. *Moore* v. *Eastman*, 1 Hun (N. Y.) 578. See *Eaton* v. *Hill*, 50 N. H. 235, 240. If it be granted that there is sound policy in holding an infant for his torts, the mere circumstance that he has possession of another's property by virtue of an unenforceable contract should not afford him greater license. The principal case would seem entirely too solicitous of the infant. *Cf. Burnard* v. *Haggis*, 14 C. B. N. S. 45.

INSURANCE — RE-INSURANCE — LIABILITY OF RE-INSURER TO INSURED WHO ACCEPTS ASSIGNMENT OF RE-INSURANCE CONTRACT IN SATISFACTION OF HIS CLAIM. — The re-insurer of a suretyship company covenanted to pay the